

**EXHIBIT B**

**MALCOLM DECLARATION**

**MALCOLM LAW FIRM PLLC**

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*Counsel to Edwin G. Miguel*

**UNITED STATES BANKRUPTCY COURT  
SOUTHERN DISTRICT OF NEW YORK**

**In re**

**SEARS HOLDINGS CORPORATION, *et al.*,  
  
Debtors.<sup>1</sup>**

Chapter 11

Case No. 18-23538 (SHL)

(Jointly Administered)

**DECLARATION OF SEAN B. MALCOLM IN SUPPORT OF OBJECTION OF  
SHELLEY S. HAWKINS TO MOTION OF THE CHUBB COMPANIES FOR ENTRY  
OF AN ORDER (I) RULING THAT DEFAULT JUDGMENT, SETTLEMENT  
AGREEMENTS AND STATE COURT ORDERS ARE EACH VOID AB INITIO  
PURSUANT TO 11 U.S.C. §§ 105(a) AND 362(a) AND WITHOUT EFFECT; AND  
(II) GRANTING RELATED RELIEF**

Sean B. Malcolm, pursuant to 28 U.S.C. § 1746, being of full age, hereby declares as follows:

1. I am counsel to Edwin G. Miguel. I submit this declaration in support of the

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<sup>1</sup> The Debtors in these chapter 11 cases, along with the last four digits of each Debtors' federal tax identification number, are as follows: Sears Holdings Corporation (0798); Kmart Holding Corporation (3116); Kmart Operations LLC (6546); Sears Operations LLC (4331); Sears, Roebuck and Co. (0680); ServiceLive Inc. (6774); SHC Licensed Business LLC (3718); A&E LLC (0204); FBA Holdings Inc. (6537); Innovel Solutions, Inc. (7180); Kmart Corporation (9500); MaxServ, Inc. (7626); & Business Franchises, Inc. (6742); Sears Home Improvement Products, Inc. (8591); Sears Insurance Services, L.L.C. (7182); Sears Procurement Services, Inc. (2859); Sears Protection Company (1250); Sears Protection Company (PR) Inc. (4861); Sears Roebuck Acceptance Corp. (0535); Sears, Roebuck de Puerto Rico, Inc. (3626); SYW Relay LLC (1870); Wally Labs LLC (None); SHC Promotions LLC (9626); Big Beaver of Florida Development, LLC (None); California Builder Appliances, Inc. (6327); Florida Builder Appliances, Inc. (9133); KBL Holding Inc. (1295); KLC, Inc. (0839); Kmart of Michigan, Inc. (1696); Kmart of Washington LLC (8898); Kmart Stores of Illinois LLC (8897); Kmart Stores of Texas LLC (8915); MyGofer LLC (5531); Sears Brands Business Unit Corporation (4658); Sears Holdings Publishing Company, LLC (5554); Sears STI Merchandising, Inc. (0188); Troy Coolidge No. 13, LLC (None); BlueLight.com, Inc. (7034); Sears Brands, L.L.C. (4664); Sears Buying Services, Inc. (6533); Kmart.com LLC (9022); Sears Brands Management Corporation (5365); and SRe Holding Corporation (4816)

*Objection of Shelley S. Hawkins to Motion of the Chubb Companies for Entry of an Order (I) Ruling that Default Judgment, Settlement Agreements and State Court Orders are Each Void Ab Initio Pursuant to 11 U.S.C. §§ 105(a) and 362(a) and (II) Granting Related Relief (the “Objection”).* Capitalized terms used herein are intended to have the same meanings ascribed to such terms in the Objection.

2. I became attorney for Miguel in the Washington Litigation on or about September 2020. As Miguel’s attorney, I owe fiduciary duties to Miguel to protect and defend his interests.

3. I reviewed the First Settlement Agreement and discussed the same with Miguel. After consultation (*i.e.*, my privileged communications with my client), Miguel elected to proceed with the First Settlement Agreement.

4. I reviewed the Second Settlement Agreement and discussed the same with Miguel. After consultation (*i.e.*, my privileged communications with my client), Miguel elected to proceed with the Second Settlement Agreement.

5. On or about August 12, 2021, I caused the mailing of a 20-day “notice to cure,” which is mandated under Washington’s Insurance Fair Conduct Act, to Ace American. Ace American never responded or, to my knowledge, took any action in response to such mailing.

6. At all times I represented Miguel’s best interests based on the facts and circumstances of the matter at hand. I negotiated the aforementioned Settlement Agreements at arm’s length with counsel for the plaintiff (Terry Traverso). Any suggestion that my client was “harassed” or “coerced” into signing either of the Settlement Agreements is simply unfounded.

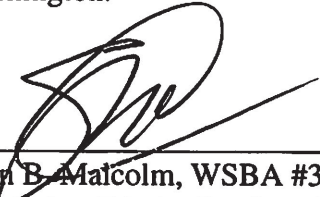
7. For the avoidance of doubt, nothing herein should be construed as a waiver of attorney-client privilege or any other privilege or protection that arises as a matter of law between

a lawyer and his or her client.

*[Remainder of Page Intentionally Left Blank]*

I declare under penalty of perjury that the foregoing is true and correct to the best of my knowledge and belief.

Executed on this 14<sup>th</sup> day of October, 2022 at Woodinville, Washington.



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Sean B. Malcolm, WSBA #36245  
Counsel to Edwin G. Miguel